

THE HON'BLE SRI JUSTICE L. NARASIMHA REDDY

W.P.No.24442 of 2006

Dated:25.06.2007

Between:

M. Ramana Reddy.

..Petitioner.

and

The Superintendent Engineer, Irrigation CAD Irrigation Circle,
Kadapa-I, Kadapa District and others.

..Respondents.

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THE HON'BLE SRI JUSTICE L. NARASIMHA REDDY

W.P.No.24442 of 2006

ORDER:

The respondents proposed formation of saddle bund, including construction of surplus weir and formation of surplus course guide bank at Varikunta Village, Kasinayana Mandal, Kadapa District. The tenders were invited, and the petitioner emerged as a successful tenderer. The work was entrusted to him and an agreement was executed on 20.02.2006. The work has to be completed within six months, from the date of execution of the agreement.

The petitioner addressed a letter, dated 13.03.2006, to the respondents, alleging that the site was not handed over to him and there was no cooperation from the engineering staff of the department. This was followed by a number of representations. Ultimately, the petitioner filed W.P.No.15658 of 2006, complaining that the respondents did not take any action on the several representations made by him. The said writ petition was disposed of directing the 2nd respondent-Executive Engineer to pass a reasoned order on the representation made by the petitioner.

The 2nd respondent addressed a letter, dated 28.10.2006,

summarizing the correspondence that has ensued so far, between the petitioner and the department. He, ultimately, observed that in spite of repeated requests, the petitioner did not commence the work, much less, completed it within the stipulated time. Two days thereafter, the 2nd respondent addressed a letter, dated 30.10.2006, cancelling the agreement between the petitioner and the department, on the ground that the petitioner failed to commence the work even by the time the period of completion of the work had expired. The same is challenged in this Writ Petition.

It is mainly urged that the respondents did not follow the principles of natural justice, before cancelling the contract and that there was no lapse on the part of the petitioner.

On behalf of the respondents, a counter-affidavit is filed. It is stated that the work was urgent in nature and though more than 10 months have elapsed from the date of the agreement, the petitioner did not even commence the work. The gist of the inspection made by the engineering staff is also referred to.

Heard the learned counsel for the petitioner and the learned Government Pleader for Irrigation.

The petitioner was awarded the contract of formation of saddle bund with certain ancillary constructions. It is not in dispute that according to the terms, the work must be completed within six months from the date of the agreement. The petitioner went on complaining that necessary specifications were not given and the site was not handed over to him. The respondents further took the plea that the petitioner did not commence the work, and

did not deploy the personnel and machinery and the workplace.

Through the impugned letter, dated 30.10.2006, the 2nd respondent terminated the agreement with the petitioner on the sole ground that he did not commence the work. No other factors are attributed which need any evaluation or assessment.

The allegation as to violation of principles of natural justice could have been examined by this Court in detail, had the impugned letter not been preceded by any exercise. A detailed letter, dated 28.10.2006 that too, in pursuance of the directions issued by this Court, was addressed by the 2nd respondent to the petitioner narrating the developments that have taken place ever since the contract was awarded to him. In a way, it can be stated that the impugned letter is the culmination of the letter, dated 28.10.2006.

Be that as it may, the period stipulated for completion of the work had expired, and at this stage, it is difficult to adjudicate the rights of the petitioner and the respondents in terms of the contract. If the petitioner is so advised, he can work out his remedies by filing a suit before a civil Court with necessary pleadings.

The Writ Petition is accordingly dismissed, leaving it open to the petitioner to work out his remedies, if any, before a civil Court. There is no order as to costs.

L. NARASIMHA REDDY, J

Dated:25.06.2007

sj